**DATA SHARING AGREEMENT**

between

[RECEIVING ENTITY]

and

[PROVIDING ENTITY]

1. **ENTITIES RECEIVING AND PROVIDING DATA**

ENTITY RECEIVING DATA:

CONTACT PERSON:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

ENTITY PROVIDING DATA:

CONTACT PERSON:

ADDRESS:

PHONE NUMBER:

EMAIL:

FAX NUMBER:

(NARA)

1. **PURPOSE AND TERM OF AGREEMENT**
2. PURPOSE

To facilitate the analysis of Point-in-Time (PiT) Counts of homelessness in communities across Canada, the [PROVIDING ENTITY] and the [RECEIVING ENTITY] are entering into an agreement that will allow the exchange of PiT Count data. [PROVIDING ENTITY] will provide locally collected PiT Count data to [RECEIVING ENTITY], which will be used to produce a draft report on homelessness in that community.

Following analysis, the parties may decide to co-author a report on the findings, or a report may be authored by either party with input from the other party (with proper consultation and acknowledgement). This decision will be made following the initial data analysis supplied by [RECEIVING ENTITY].

The supplied data will only be used for research and/or analytical purposes and will not be used for any other purpose. No data elements will be altered by the [RECEIVNG ENTITY]. Both parties’ rights and responsibilities with respect to the data are specified in this Agreement.

B. TERM OF AGREEMENT

This Agreement shall be effective when signed by both parties and shall continue until terminated pursuant to the termination clause contained herein.

**III DESCRIPTION OF DATA/DATA WORKPLAN**

The following data will be provided under this agreement: Point-in-Time Count data collected from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s (community/city) PiT Count of homelessness, conducted by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (organization), on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date). Data will be cleaned and analyzed by the [RECEIVING ENTITY]. Following analysis, a draft report of the findings will be supplied to [PROVIDING ENTITY]. by the [RECEIVING ENTITY].. Following a review of the draft report, [PROVIDING ENTITY] and the [RECEIVING ENTITY]. will determine whether to co-author any reports or other materials based on the findings of the draft report.

**IV**. **ACCESS TO DATA**

1. METHOD OF ACCESS AND TRANSFER

Data will be obtained electronically through encrypted and password-protected e-mail communication conducted over a secure server. Standard digital security procedures will be followed in the transmission of electronic data.

1. PERSONS HAVING ACCESS TO DATA

The [RECEIVING ENTITY] agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. This agreement warrants further that such data shall not be disclosed, released, revealed, showed, sold, rented, leased, loaned, or otherwise have access granted to the data covered by this agreement to any person other than the [LEAD ANALYST] of the [RECEIVING ENTITY] and/or their designate who is conducting data analysis under their direct supervision.

V. **SECURITY OF DATA**

All reasonable precautions shall be taken to secure the data from individuals who do not specifically have authorized access. Following standard data security procedures, all digital data/information will be kept on a secure computer and access to the computer will be secured by use of a password known only to the [LEAD ANALYST] and researchers supporting data analysis. All other hard copy information will be stored in a secure, locked cabinet, accessible only to the research team.

**VI. CONFIDENTIALITY**

The use and disclosure of information obtained under this contract shall remain confidential unless both parties agree otherwise. The [RECEIVING ENTITY] shall not disclose, in whole or in part, the data described in this agreement to any individual or agency not specifically authorized by this agreement.

**VII. PAYMENT**

Payment shall be negotiated between the [RECEIVING ENTITY] and [PROVIDING ENTITY] prior to the signing of this contract.

**VIII. PROPERTY RIGHTS**

Original data collected by [PROVIDING ENTITY] including, without limitation, to: numerical data, reports, proposals, analysis, or other materials of any type whatsoever, are and shall remain the sole and exclusive property of [PROVIDING ENTITY]. The [RECEIVING ENTITY] will assert no right, claim or interest of any nature whatsoever with respect thereto, including specifically but, without limitation, any claim to statutory copyright or patent.

 **Data Use and Ownership**

Should [PROVIDING ENTITY] decide to publish its own report which includes data analysis conducted by the [RECEVING ENTITY], the report shall include the following statement on it’s acknowledgements page: “The data analysis was conducted with the assistance of the [RECEIVING ENTITY]”

Should both parties decide to co-author a report or any other materials, both parties will identify what analysis will be included, specify the ownership of intellectual property, and approve all content.

The [RECEIVING ENTITY] may request data use approval from [PROVIDING ENTITY] for the development of papers, reports or datasets. Such papers or reports must have the specific written approval of [PROVIDING ENTITY] before such products are submitted for presentation or publication. In such cases, [PROVIDING ENTITY] shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and the [RECEIVING ENTITY] shall be cited as the source of interpretations, calculations, and/or manipulations of the data.

**IX. SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirement of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**X**. **TERMINATION**

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**XII. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**[RECEIVING ENTITY]**

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Name/Title Date

**[PROVIDING ENTITY]**

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Name/Title Date